

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ANNE TERMINI,

Plaintiff,

**Index No. 07-CV-10483
(CJB)**

-against-

ROBERT J. ROELLE, individually, RAYMOND SANCHEZ,
individually, ZOLIA TAZI, individually, BOARD OF
EDUCATION OF THE OSSINING UNION FREE SCHOOL
DISTRICT, and OSSINING UNION FREE SCHOOL
DISTRICT,

**DECLARATION OF
BETH J. HOFFMAN**

Defendants.

BETH J. HOFFMAN, being duly sworn, deposes and says:

1. I am an attorney admitted to practice in the State of New York and before the United States District Court for the Southern District of New York. I am an associate with the law firm of Traub Lieberman Straus & Shrewsbury LLP, attorneys for defendants Robert J. Roelle, Raymond Sanchez, Zoila Tazi, the Board of Education of the Ossining Union Free School District and Ossining Union Free School District in the above-captioned action. As such, I am familiar with the facts, pleadings and prior proceedings in the instant matter.

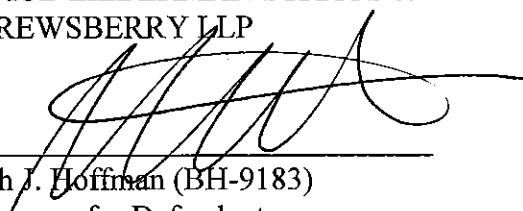
2. I submit this declaration in support of defendants Robert J. Roelle, Raymond Sanchez, Zoila Tazi, the Board of Education of the Ossining Union Free School District and Ossining Union Free School District motion to dismiss, pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

3. A true and correct copy of the complaint dated November 16, 2007, filed in the instant action is annexed hereto as Exhibit "A".

Dated: January 18, 2008
Hawthorne, New York

TRAUB LIEBERMAN STRAUS &
SHREWSBERRY LLP

By:


Beth J. Hoffman (BH-9183)

Attorneys for Defendants

*Robert J. Roelle, Raymond Sanchez, Zoila
Tazi, the Board of Education of the Ossining
Union Free School District and Ossining
Union Free School District*
Mid-Westchester Executive Park
Seven Skyline Drive
Hawthorne, New York 10532
(914) 347-2600

To: Jonathan Lovett, Esq.
LOVETT & GOULD LLP
222 Bloomingdale Road
White Plains, New York 10605
(914) 428-8401

EXHIBIT "A"

S

BUREAUCRACY CLERK
CLERK

DATE

NOV 20 2007

L MICHAEL McMAHON

An Answer to the Complaint which is herewith served upon you, within twenty days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

(14) 428-8401

White Plains, New York 10605

222 Bloomfield Road

Loveett & Gould, LLP

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY,

OSSINING UNION FREE SCHOOL DISTRICT, 190 Croton Avenue, Ossining, New York

Ossining, New York

BOARD OF EDUCATION OF THE OSSINING UNION FREE SCHOOL DISTRICT, 190 Croton Avenue,

ZOILA TAZI, Principal of Pre-K, 190 Croton Avenue, Ossining, New York

RAYMOND SANCHEZ, Deputy Superintendent, 190 Croton Avenue, Ossining, New York

Salem, New York

ROBERT J. ROELLE, Acting Superintendent, Katonah-Lewisboro School District, One Shady Lane, South

TO: (Name and Address of Plaintiff)

Defendants

-against-

Plaintiff,

ANNE TERMINI,

SOUTHERN

District of

NEW YORK

UNITED STATES DISTRICT COURT



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². The Court's jurisdiction is invoked pursuant to 28 U.S.C. §§ 1331, 1343.

JURISDICTION

1. This is an action for compensation and punitive damages, proximately resulting from conduct jointly engaged in by Defendants while acting under color of New York State law, for violations of Plaintiff's rights as guaranteed by the First Amendment and Fourteenth Amendments, 42 U.S.C. §1983, and 42 U.S.C. §1981.

NATURE OF THE ACTION

complainant respectively states:

Plaintiff ANNE TERMINI, by her attorneys Lovett & Gould, LLP, for her

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Defendants.

Jury Trial Demanded

ROBERT J. ROELKE, Individually,
RAYMOND SANCHEZ, Individually,
ZOILA TAZI, Individually, BOARD OF
EDUCATION OF THE OSSINTON
UNION FREE SCHOOL DISTRICT,
and OSSINTON UNION FREE SCHOOL
DISTRICT,

-AgéBant-

ANNE TERMINI

SOUTHERN DISTRICT OF NEW YORK
UNITED STATES DISTRICT COURT

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paragraph 8(b) Tazi was the initial proponent of Plaintiff's termination by reason of her activist regarding matters affecting Latinos. With respect to the facts alleged infra in Defendant District as a School Principal, Tazi is a Hispanic and as such a community personal capacities only, at all times relevant to this complaint was employed by the 6. Defendant ZOLLA TAZI (hereinafter "Tazi"), who is sued in her individual and substantial respect by reason of her race as set forth infra.

succesfully urged their co-defendants to agree to terminate Plaintiff's employment in Resources in the Defendant District. Sanchez is Hispanic and along with Tazi duly appointed Assistant Superintendent for Elementary Education and Human individual and personal capacities only, at all times relevant to this complaint was the 5. Defendant RAYMOND SANCHEZ (hereinafter "Sanchez"), who is sued in his duly appointed Superintendent of Schools for the Defendant District.

individual and personal capacities only, at all times relevant to this complaint was the 4. Defendant ROBERT J. ROELLE (hereinafter "Roelle"), who is sued in his employment, her job performance evaluations over the years were consistently excellent. Defendant Roelle in May of 2007 to preexisting justify the termination of Plaintiff's the exception of one calculated falsely job performance evaluation fabricated by probabilistic basis by the Defendant District as a Bi-Lingual School Social Worker. With otherwise indicated infra at all times relevant to this complaint she was employed on a domiciliary of the State of New York, and a resident of the Northern Counties. Except as 3. Plaintiff ANNE TERMINI is a female Caucasian citizen of the United States, a

THE PARTIES

a. As a parent residing in the District she along with other concerned citizens (who were not District employees) circulated and submitted to the Board a petition opposing, as educationally unsound and academically contraindicated, the District's elimination of two programs, the "Science Inquiry Program" and the "Advanced Math Program", and/or,

8. In early 2007 Plaintiff was advised that members of the District's Administration - later identified as the individually named Defendants and the members of the Board - were considering denying Plaintiff tenure because:

THE FACTS

race. Tazi's co-defendants subsequently agreed with her and were therefore motivated in
7. Defendant BOARD OF EDUCATION OF THE OSSINING UNION FREE
SCHOOL DISTRICT (hereinafter "Board") is the duly elected governing body of the
Defendant OSSINING UNION FREE SCHOOL DISTRICT (hereinafter "District"), a
municipal corporate subdivision of the State of New York duly existing by reason of and
pursuant to the Laws of said State. The individual members of the Board, by reason of
plaintiff's First Amendment protected activities referenced *infra* agreed with their co-
defendants to terminate Plaintiff's employment in substantial respect by reason of her; i)
race; ii) her petitioning the District Board for the redress of grievances, and engaging in
First Amendment protected speech in that connection.

- furtherance of his agreement with his co-defendants) advised Plaintiff that effective
13. By letter dated May 11, 2007 (hereinafter the "Bag order"), Sanchez (acting in
and terminated Plaintiff's employment.
- her employment. Effective July 14, 2007, the Board in fact approved the recommendation
Board was going to approve his recommendation to deny Plaintiff tenure and terminate
with his co-defendants) notified Plaintiff that at the Board's meeting of June 13, 2007, the
12. By letter dated May 9, 2007, Roelle (acting in furtherance of his agreement
personal life decisions as you erroneously believe".
- 2007, baldly asserting "that tenure decisions are not made based on an individual's
defendants) advised Plaintiff in writing that the Board had received her letter of April 4,
11. On April 25, 2007, Roelle (acting in furtherance of his agreement with his co-
in paragraph "8".
- belief that the Administration intended to deny her tenure for the reasons set forth supra
4, 2007, Plaintiff sent a letter to the members of the Board expressing her Good faith
10. Out of the same concern referenced in the preceding paragraph "9", on April
supra in paragraph "8", Sanchez said nothing in response.
- and/or because of her race and her change in the location of her residence as referenced
her Good faith belief that the District intended to deny her tenure because of the petition
connection with a proposal to deny her tenure, Plaintiff met with Sanchez and expressed
9. Out of concern that these two circumstances were being discussed in
neighborhood to a substantially Caucasian, stable and largely crime-free neighborhood.
her family's home from a substantially Hispanic, transient and crime-ridden
- b. As a Caucasian parent and resident in the District Plaintiff had relocated

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- ridicule; violations of her right to free speech and to petition government; a violation of emotional upset; anxiety; public humiliation; public embarrassment; shame; public suffer; substantial out-of-pocket losses and the loss of related employment benefits;
16. As a proximate result of Defendants' conduct Plaintiff has been caused to negligibohood in which she live and/or from which they moved
- tenure either by reason of their race and/or by reason of the racial composition of the employees Defendants have never terminated their employment and/or denied them indicated supra. With respect to identically situated Hispanic and/or African-American b. Because she is Caucasian and relocated her family's residence as connection engagged in protected speech, and/or
- a. Because she petitioned the District for redress of grievances and in that actual motivation to terminate Plaintiff
- - completely inconsistent with Plaintiff's excellent job performance evaluations over the years of her employment by the District - in a clumsy effort to mask the Defendants' agreement with his co-defendants) set forth six calculatedly false and pretextual reasons
15. Also by letter dated May 21, 2007, Roelle (acting in furtherance of his any contacts by Plaintiff with staff members for "personal reasons".
- with his co-defendants) modified the gag order slightly so as to exclude from its scope
14. By letter dated May 21, 2007, Sanchez (acting in furtherance of his agreement buildings, or contact any student, any parent, or any staff member".
- school year [and that during this period of time [she was] not to enter any of the school "immediately" she was "reassigned to [her] home for the remainder of the 2007-2007

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of her employment violated her rights as guaranteed by 42 U.S.C. §1981.

22. Under the premises Defendants' denial of tenure to Plaintiff and termination

paragraphs "1" to "16", inclusive.

21. Repeats and realleges as if fully set forth the allegations of fact contained in

AS AND FOR A THIRD CLAIM

the Fourteenth Amendment to the United States Constitution, 42 U.S.C. §1983.

of her employment violated her rights as guaranteed by the Equal Protection Clause of

20. Under the premises Defendants' denial of tenure to Plaintiff and termination

paragraphs "1" to "16", inclusive.

19. Repeats and realleges as if fully set forth the allegations of fact contained in

AS AND FOR A SECOND CLAIM

United States Constitution, 42 U.S.C. §1983.

of her employment violated her rights as guaranteed by the First Amendment to the

18. Under the premises Defendants' denial of tenure to Plaintiff and termination

paragraphs "1" to "16", inclusive.

17. Repeats and realleges as if fully set forth the allegations of fact contained in

AS AND FOR A FIRST CLAIM

and she has otherwise been rendered sick and sore.

her right to Equal Protection; a violation of her rights as guaranteed by 42 U.S.C. §1981;

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914-428-8401
White Plains, N.Y. 10605
222 Bedford Road
Attorneys for Plaintiff
Jonathan Lovett (4854)
By:
LOVETT & GOLD, LLP

Dated: White Plains, N.Y.
November 16, 2007

proper.

d. Granting such other and further relief as to the Court seems just and

costs, and,

c. Awarding as against all Defendants reasonable attorney's fees and

Jury may determine,

b. Awarding as against all Defendants such compensatory damages as the

damages as the Jury may impose,

a. Awarding as against the individual named Defendants such punitive

WHEREFORE a judgment is respectfully demanded:

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ANNE TERMINI,

ECF CASE

Plaintiff,

Index No. 07-CV-10483
(CJB)

- against -

ROBERT J. ROELLE, individually, RAYMOND
SANCHEZ, individually, ZOLIA TAZI, individually,
BOARD OF EDUCATION OF THE OSSINING UNION
FREE SCHOOL DISTRICT, and OSSINING UNION FREE
SCHOOL DISTRICT,

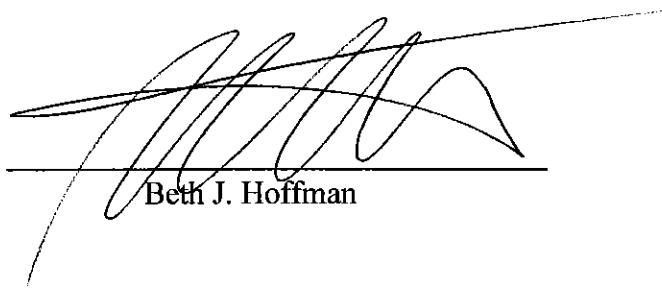
DECLARATION OF
SERVICE

Defendants.

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I, Beth J. Hoffman, an attorney, declare that on the 18th day of January, 2008, caused to be served the within **Memorandum of Law in Support of Defendants' Motion to Dismiss, Notice of Motion, Declaration of Beth J. Hoffman, and Exhibit annexed thereto**, upon the attorney(s) for the respective party(ies) in this action, at the address listed below, such address designated by said attorney for that purpose via **Electronic Case Filing System**.

TO: Jonathan Lovett, Esq.
LOVETT & GOULD LLP
222 Bloomingdale Road
White Plains, New York 10605
(914) 428-8401


Beth J. Hoffman